CONTRACT DATA

Items marked "N/A" do not apply in this Contract. **Reference clause of CC**

The following documents are also part of the Contract:

- The Schedule of Operating and Maintenance Manuals (Clause - 48)
- The Methodology and Program of Construction (Clause - 25)
- Site Investigation Reports (Clause - 14)
- The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction (Clause - 25)

1. **Tender Inviting Authority:** **[1.1]**

   Name & Address : The Chief Engineer Ele.,
   BRAZ, BESCOM,
   Rajajinagara Industrial Estate,
   Banaglore-560010

2. **The name and identification number of the Contract:** **[1.1]**

   Tender Enquiry No BESCOM/2025-26/EL/WORK_INDENT689

3. The Works consist of: **[1.1]**

   "Creation of necessary Electrical Infrastructure for Providing Street Light/ metering along with Timer Switch under item wise unit rate fixed contract on percentage quoting Basis under Partial Turn Key (BESCOM will supply ACSR Rabbit Conductor) in rural areas of 12 feeders of MAGADI sub-division of MAGADI division,. BESCOM."

4. **Start Date:** **[1.1]**

   The start date shall be the date of issue of Detailed Work Award for the item wise Rate contract.

5. **Intended Completion Date:**
   [17,26]

5.1 The Contract is valid for a period of 12 months from the date issue of Detailed Work Award.

5.2 **Completion Period:** Even though the Detailed Work Award is valid for a period of 12 months from the date issue of award, the completion and commissioning of the individual works will be indicated in the individual award/order issued by the concerned Executive Engineer and entire assigned work shall be completed and commissioned in all aspects within time period indicated in the individual work award / order INCLUDING MONSOON PERIOD.

5.3 **Manner of execution of works:**

a. The estimates will be prepared by the field officers as per the field requirement at the unit rate as per DWA, which shall be approved by the Competent Authorities of BESCOM as per the delegation of financial powers of BESCOM.

b. After completion of the individual work award/order, the latitude and longitude of the location of the street light metering point shall be captured and submitted along with the bills to the concerned Division. The consolidated details pertaining to the work executed under the contract shall be maintained in the sub-division/division.

6 <u>Site Possession Date:</u> **[21]**

The Site Possession Date is from the date of issue of detailed work award.

7 <u>Site Location:</u> **[1.1]**

The Site is located at: **MAGADI Sub-Division Jurisdiction.**

8 Defect Liability Period : **[31]**

The **Defect Liability Period** shall **Twelve (12) months** for all the materials under the scope of the contractor, as detailed in **Clause 6 of the Special Conditions of Contract (SCC)**.

9 Insurance requirement are as under : **[13]**

	Type of Cover	**Minimum cover for insurance**
(i)	Works and of plant and materials	The sum stated in the agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of the Third party	Full replacement cost
(iv)	Personnel injury or death insurance a) For Third party	Rs.20 Lakhs to cover 4 persons @ Rs.5 lakh each

	b) For Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

10 Price Adjustment : [40]

The Prices are fixed throughout the period of contract.

11 Penalty: [41]

11.3 The Bidder shall clearly note that time is the essence of the Contract and the works specified under the contract shall be completed within the Period specified in Clause No.5 of Contract data. If the Contractor fails to successfully complete the Trial Operation in terms of the Contract, within the time fixed under the Contract or any extension thereof granted by the BESCOM by way of Amendment to the Notification of Award/Contract Agreement, the Contractor shall pay to the BESCOM, as Penalty.

11.4 The **penalty for delay** shall be **0.1% per day** of the portion of the **individual work award/order** that is not completed for **beneficial use** within the time stipulated in the relevant clause of the Contract, **subject to a maximum of 10%** of the cost of the individual work award/order.

11.5 The total amount of Penalty for delay under the Contract shall be subject to a Maximum of Ten percent (10%) of the total Contract Price and BESCOM has every right to terminate the Contract without any liability if it crosses 10%.

11.6 In the event that the successful bidder fails to execute the works as per the approved program or the works progress at a slow pace, the Owner reserves the right to get the balance or part of the supplies/works executed through other agencies at the risk and cost of the Contractor. This is in addition to BESCOM's right to recover any damages from the bidder and to blacklist the bidder.

12 The amount of the advance payment: [42]

The Employer shall make **5%** of the contract price (Excluding GST) as advance payment to the Contractor which needs to be drawn before 20% of the contract period subject to submission of an unconditional Bank Guarantee from the Nationalized / Scheduled commercial Banks in the form attached as Annexure in the Section-04: Format of Annexures or Electronic Bank Guarantee (e-

BG) from the Nationalized / Scheduled commercial Banks which are integrated with NeSL or Insurance Surety Bonds issued by Insurance Company Authorized by Insurance Regulatory and Development Authority of India in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

The Bank guarantee/ Electronic Bank Guarantee (e-BG)/ Insurance Surety Bonds should be in favour of Chief Engineer (Ele.), BRAZ, BESCOM.

The advance payment **will be paid to the contractor no later than 30 days after fulfilment of the above conditions**.

13 **Repayment of Advance Payment for Mobilization :** **[42]**

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract.

Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price (Excluding GST) **or** 3 months from the date of payment of first instalment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

14 The date by which “as-built drawings” (in an appropriate scale) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.

[48]

15 The amount to be withheld for failing to supply “as built” drawings or supply of Operation and Maintenance Manuals by the date required is 5% of the contract value.

[48]

16 The following events shall also be fundamental breach of the contract : **[49.2]**

- The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

17 The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30%. **[50.1]**

Chief Engineer (Ele)

BRAZ, BESCOM